



1 BACKGROUND INFORMATION

2 [ MEMBER'S NAME AND SOCIAL SECURITY NUMBER ] is the participating member whose  
3 last known address is [ MEMBER'S ADDRESS ]. The member's date of birth is [ MEMBER'S  
4 D.O.B. ].

5 [ ALTERNATE PAYEE'S NAME AND SOCIAL SECURITY NUMBER ] is the  
6 alternate payee whose last known address is [ ALTERNATE PAYEE'S ADDRESS ]. The alternate  
7 payee's date of birth is [ ALTERNATE PAYEE'S D.O.B. ].

8 The participating member and the alternate payee were married on  
9 [ DATE OF MARRIAGE ].

10 IT IS HEREBY ORDERED THAT:

11 I. BENEFITS

12 NOTE: Distribution of benefits must be based on the member's accrued monthly benefit as  
13 opposed to the member's account balance or other estimate. The member's accrued  
14 monthly benefit can be obtained by contacting the NDPERS office. Please notify NDPERS  
15 staff that this information will be used for the purpose of preparing a domestic relations  
16 order.

17 Benefits under the plan are distributed as follows: (choose one)

- 18 1. The alternate payee is awarded [ % ] of the monthly retirement benefit as of  
19 [DATE OF DIVORCE]. [OR]  
20 2. The alternate payee is awarded [ \$ ] of the monthly retirement benefit as of  
21 [DATE OF DIVORCE].

1   **II.       TIME OF BENEFIT RECEIPT**

2       The benefits are payable to the alternate payee in the month following receipt of a certified copy of  
3       an approved order by the plan or plan administrator as the participating member is currently retired  
4       and receiving benefits under the Plan.

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6   **III.       DURATION OF PAYMENTS TO ALTERNATE PAYEE (Choose one)**

7   NOTE:       Choose the appropriate optional language as applicable under the following rules:

- 8       -       Choose option A if the benefits to the alternate payee are to be paid over the alternate  
9       payee's life.
- 10      -       Choose option B if the benefits to the alternate payee are to be paid over the member's life  
11       under the single life annuity option with no surviving spouse annuity benefits upon the  
12       member's death OR under one of the plan's term certain and life options with the alternate  
13       payee as the survivor beneficiary for continuing annuity payments upon the member's  
14       death if the term selected has not expired.-

15   A.       OVER LIFE OF THE ALTERNATE PAYEE (Choose one)

- 16       1.       The payments shall be made to the alternate payee on a monthly basis over the life  
17       of the alternate payee and shall cease upon the alternate payee's death. The  
18       payment shall be calculated on the basis of a single life annuity and will be  
19       actuarially increased or decreased based upon the Plan's assumptions to reflect the  
20       life expectancy of the alternate payee.

21       (Note: In most instances, this actuarial adjustment will result in a reduced benefit)

22       **[OR]**

- 23       2.       The payments shall be made to the alternate payee on a monthly basis over the life  
24       of the alternate payee and calculated on the basis of: (Choose one)

25       (a)       a 10-year term certain and life option. **[OR]**

1 (b) a 20-year term certain and life option.

2 Upon the alternate payee's death payments will continue to the alternate payee's  
3 designated beneficiary under the term certain and life option identified above if the  
4 term has not expired.

5 (Note: In most instances, the actuarial adjustment for a term certain and life option  
6 will result in a reduced benefit).

7 B. OVER THE LIFE OF THE PARTICIPATING MEMBER (Choose one):

8 1. The payments shall be made to the alternate payee on a monthly basis over the life  
9 of the participating member and shall cease upon the member's death.

10 **[OR]**

11 2. The payments shall be made to the alternate payee on a monthly basis over the life  
12 of the participating member with a continuing monthly annuity payable to the  
13 surviving alternate payee after the member's death if the term has not expired. The  
14 amount of the payments to the alternate payee will be calculated on the basis of:

15 (Choose one)

16 (a) a 10-year term certain and life option. **[OR]**

17 (b) a 20-year term certain and life option.

18 (Note: In most instances, the actuarial adjustment for a term certain and life option  
19 will result in a reduced benefit).

20 IV. **LIMITATIONS OF THIS ORDER** (Note: Order must reflect all provisions of this section ).

21 A. This order recognizes the existence of the right of the alternate payee to receive all or a  
22 portion of the benefits payable to the participating members as indicated above.

23 B. Nothing contained in this Order shall be construed to require any Plan or Plan  
24 administrator:

1. To provide to the alternate payee any type or form of benefit or any option not otherwise available to the participating member under the Plan.
  2. To provide the alternate payee benefits, as determined on the basis of actuarial value, not available to the participating member.
  3. To pay any benefits to the alternate payee which are required to be paid to another alternate payee under another order previously determined by the Plan administrator to be a qualified domestic relations order.
  4. To apply the provisions of this Order to disability benefits that the participating member may be entitled to receive.
- C. If the alternate payee dies prior to receipt of benefits under this order, the entire amount that may be due to the alternate payee reverts to the participating member.
- D. The benefit enhancements provided by the North Dakota legislature for service during the marital relationship which are adopted after the end of the marital relationship apply to the alternate payee's portion of benefits under this order.
- E. If the participant or alternate payee receive any distribution that should not have been paid per this order, the participant or alternate payee is designated a constructive trustee for the amount received and shall immediately notify NDPERS and comply with written instructions as to the distribution of the amount received.
- F. Alternate payee is ORDERED to report any payments received on any applicable income tax return in accordance with Internal Revenue Code provisions or regulations in effect at the time any payments are issued by NDPERS. The Plan is authorized to issue Form 1099R, or other applicable form on any direct payment made to alternate payee. Plan participant and alternate payee must comply with the Internal Revenue Code and any applicable regulations.

- 1 G. Alternate payee is ORDERED to provide the Plan prompt written notification of any  
2 changes in Alternate Payee's mailing address. NDPERS shall not be liable for failing to  
3 make payments to alternate payee if NDPERS does not have a current mailing address for  
4 alternate payee at time of payment.
- 5 H. Alternate payee shall furnish a certified copy of this Order to NDPERS.
- 6 I. The Court retains jurisdiction to amend this Order so that it will constitute a qualified  
7 domestic relations order under the Plan even though all other matters incident to this action  
8 or proceeding have been fully and finally adjudicated. If the System determines at any time  
9 that changes in the law, the administration of the Plan, or any other circumstances make it  
10 impossible to calculate the portion of a distribution awarded to alternate payee by this Order  
11 and so notifies the parties, either or both parties shall immediately petition the Court for  
12 reformation of the Order.

13  
14 SIGNED this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_.

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17 JUDGE PRESIDING  
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